

# कार्यालय, मुख्यनिर्वाचनअधिकारी, दिल्ली

## OFFICE OF THE CHIEF ELECTORAL OFFICER, DELHI

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# Notice inviting Applications from DAVP empanelled agencies for empanelment in the category of Electronic Media in CEO Office, Delhi expected work for 2 crores for 1 year.

The office of the Chief Electoral Officer, Delhi is inviting bids from empanelled agency(ies) with DAVP for office of the Chief Electoral Officer, Delhi for carrying out Electronic media campaigns of this office initially for a period of 1 year. The empanelment will be for Electronic Media advertisement.

- 1. The Firm/Company/Agency/Legal Entity must be incorporated or registered in India under the relevant laws.
- 2. The Firm/Company/Agency/Legal Entity must have valid PAN No. under IT Act, & valid GST No. under Goods & Service Tax Act.
- 3. The Firm/Company/Agency/Legal Entity must have to submit duly filled Performa (enclosed) alongwith:-
  - Self attested copy of Valid Registration certificate of Firm/Company/Agency/Legal Entity (if other than GST)
  - ii) Self attested copy of Valid PAN No. of the Firm/Company/Agency/Legal Entity
  - iii) Self-attested copy of Valid GST No. of Firm/Company/Agency/Legal Entity.
  - iv) Letter of Authorized Signatory (Other than proprietor firm).
  - v) Self attested copy of valid certificate of Empanelment of DAVP.
  - vi) Copy of the audited Balance Sheet and Profit & Loss Statement of the company/firm/partnership (legal entity) and Certificate from the Chartered Accountant clearly stating the turnover for last 3 Financial years.
  - vii) Certificate from the Chartered Accountant clearly stating the net worth as on date.
  - viii) Copy of Current Bank Solvency certificate.
  - ix) Any of 3 work order executed in last 3 Financial years.
  - 4. An Undertaking to the effect that the Firm/Company/Agency/Legal Entity has not been blacklisted by any of the Department/Organizations of the Govt. of India/State Govt./Government of NCT of Delhi/PSUs and no criminal case is pending against the said Firm/company/Agency.
  - 5. The Firm/Company/Agency/Legal Entity will submit a certificate to the effect that they have technical expertise & staff to execute the work.
  - 6. The Firm/Company/Agency/Legal Entity should be able to complete the work within stipulated time. For any delay, the applicant shall be liable to pay a fine of ₹25,000/-(Rupees Twenty Five Thousand) per day for each day of delay.



- 7. The Firm/Company/Agency/Legal Entity who is allotted the work shall have to deposit a Performance Security Deposit equivalent to 3% of the value of work allotted in the form of a Bank Guarantee/Demand Draft and Fixed Deposit of amounting Rs.6 Lakh in the name of the DDO, CEO, Delhi. In case of failure on the part of contractor to execute the work as per terms & conditions and to the full satisfaction of the CEO, Delhi, the Performance Security Deposit furnished by him shall be forfeited to the Government. Besides it, firm may also be blacklisted.
- 8. The successful Firm/Company/Agency/Legal Entity shall depute at least one liaison officer/manager to deal & co-ordinate with the Officers of CEO-Delhi
- 9. The Chief Electoral Officer, Delhi reserves the right to accept or reject one or all the applications or accept any application in part, without assigning any reason thereof.
- 10. The Chief Electoral Officer, Delhi also reserves the right to make panel of agencies at the DAVP rate. The Chief Electoral Officer, Delhi also reserves the right to award work to more than one Contractor at the DAVP rate.
- 11. The publicity/advertisement will be carried out at DAVP Rate.
- 12. The empannelment will be for a period of one year and extendable for a further period of one year based on performance.
- 13. No advance payment will be made in any circumstances.
- 14. All documents/annexures submitted should be clearly legible.
- 15. All the terms and conditions are accepted and binding on me/us.
- The applicant agencies should preferably have their office/ work station/ creative studio in Delhi or NCR.
- 17. All interested DAVP empanelled agencies specialized in the above said categories/medium of advertisements are requested to present/submit soft copies (in PDF) of their creatives in video format based on the theme "No eligible citizen is left out while no ineligible person is included in Electoral Roll" for perusal of members of Selection Committee latest by 27<sup>th</sup> Oct 2025, or by email at "Sveephqr@gmail.com" till 05 PM on 27<sup>th</sup> Oct 2025.
- 18. Thereafter, based on the creatives and documents submitted, shortlisted agencies will be invited for power point representation for final selection before the State Level Selection Committee for empanelment with office of Chief Electoral Officer, Delhi as per time/schedule to be intimated later, selection will be done on an objective criteria including presentation, financial & technical credentials of the entity.
- 19. The successful Firm/Company/Agency/Legal Entity will have to sign an agreement with the CEO-Delhi or with any other officer authorized by him/her before the execution of the work and within seven working days of offer for award of work.
- 20. The department reserves the right to cancel the contract or to withhold payment in the event of non-commencement or unsatisfactory performance by the successful Firm/Company/Agency/Legal Entity. The performance guarantee of Firm/Company/Agency/Legal Entity shall also be forfeited. In such eventuality, the Department further reserves the right to get the work done from open market at the cost of the contractor and the Firm/Company/Agency/Legal Entity may be black listed by the department for a period of three years to participate in any kind of work.

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- 21. Each and every document up-loaded along with application should be signed by the Authorized signatory of the Company/Firm/Agency/Legal Entity and same should be uploaded along with application. Digital signature of Authorized person will be accepted in online submission.
- 22. Any person who is in Government service or an employee of the Department should not be made a partner to the contract, by the Contractor directly or indirectly in any manner whatsoever.

#### **CONFIDENTIALITY:-**

- a. Information relating to the examination, clarification, evaluation and recommendation for the short-listed Empaneled agencies shall not be disclosed to any person not officially concerned with the process. The department will treat all information submitted as part of proposal in confidence and will ensure that all who have access to such material treat it in confidence. The department will not divulge any such information unless it is ordered to do so by any Government Authority that has the power under law to require its disclosure.
- b. Except upon mutual written agreement, or as may be required by law, no party shall in any way or in any form disclose the existence, discussions or negotiation leading to or any matter covered during selection process till the stage of execution of agreement.

#### FORCE MAJEURE:-

- a) If at any time, during the continuance of this contract, the performance in whole or in part by either party or any obligations under this contract gets affected by an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances shall be prevented or delayed by reason of war, or hostility, acts of the public enemy, civil commotion, riots, civil disorder, sabotage, fires, earthquake/storm/flood/pandemic or other extreme adverse weather conditions, explosions, strikes, power blackout due to grid collapse, lockouts, confiscation or any other action by Government Agencies, Administrative Order, Court Order, Bankruptcy, espionage, cyber hacking, other industrial action, political unrest, civil unrest, or act of God (Hereinafter referred to as Force Majeure Events):
- b) The affected Party shall provide to the other Party a notice of happenings, within 07 days from the date of occurrence thereof and in such event neither party shall by reason of such event be entitled to terminate this and performance shall be resumed as soon as practicable after such event may come to an end or cease to exist.
- c) That no penalty shall be levied on the Bidder in case of force majeure event.



- d) That if the performance in whole or part of any obligation under this contract is prevented or delayed because of any such event for a period exceeding 15 days, department at its option may terminate the contract.
- e) Provided also that if the contract is terminated under this clause, the department shall be at liberty to take over from the Bidder at a price to be fixed by the department, which shall be final, all undamaged and acceptable materials, assets, services in possession of the selected Bidder at the time of such termination of such portions thereof as the department may deem fit, if mutually agreeable between the Parties.
- f) For the purposes of this Contract, "Force Majeure" shall not include: any event which is caused by the negligence or intentional action of a Party, Insufficiency of funds or inability to make any payment required hereunder.
- g) Measures to be taken:
  - A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
  - II. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than 07 days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
  - III. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- h) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Bidder, upon instructions by the department, shall either:-
  - 1. Demobilize: or
  - 2. Continue with the Services to the extent possible, in which case they shall continue to be paid proportionately and on pro rata basis, under the terms of this Contract.

In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled through Coordination Committee deliberations, to be constituted by the department

#### **DISPUTE REDRESSAL MECHANISM:-**

- a. All the disputes, differences, controversies / differences of opinions, breaches and violation ("Dispute") arising out of, or in relation to the Agreement between parties shall be resolved by mutual discussions / reconciliations in good faith by penal having equal representation of both parties
- At the first instance, the matter has to be taken into Coordination Committee, to be constituted by the Department, for resolving the same within 15 days.

- c. If the dispute, difference, controversies/differences of opinion, breaches and violation arising from or related to the Agreement is not resolved through processes defined above, then such questions, disputes or differences (except as to the matters, the decision to which is specifically provided under this Agreement) shall be referred to arbitration under the provisions of Arbitration and Conciliation Act 1996 /amendments thereof and the rules made there under or any statutory modifications or re-enactment thereof or any rules made thereof shall be deemed to apply to the arbitration proceeding under this clause.
- d. The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
- e. The "Arbitration Notice" should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this bid document.
- f. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrator, shall be shared equally by the Parties unless the award otherwise provides.
- g. Place of Arbitration The place of arbitration shall be Delhi.
- h. English Language The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and awards shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings.
- i. Enforcement of Award The Parties agree that the decision or award resulting from arbitration shall be final and binding upon the Parties and shall be enforceable in accordance with the provisions of the Arbitration Act.
- j. Performance During Arbitration Pending the submission of and/or decision on a dispute and until the arbitral award is published; the Parties shall continue to perform their respective obligations under this Agreement, without prejudice to a final adjustment in accordance with such award.

For any query or clarification please mail at <a href="mailto:sveephqr@gmail.com">sveephqr@gmail.com</a> till one day before closure of bid submission period.

(VIRENDER SINGH)

Dy. Chief Electoral Officer (SVEEP)

To,

All DAVP Empanelled Agencies based in Delhi & NCR (Through mail & registered post)

### PROFORMA FOR APPLICANT'S PARTICULARS

1	Name of Work	Advertisement by Office of CEO-Delhi through Electronic Media on BOC/DAVP rate.
2	Name of the firm/agency/company	
3.	Registered Office Address of the firm/agency/company	
4.	PAN No.	
5.	GST No.	
6.	Name of Proprietor/Partners/all Directors etc.	
7.	Contact details of the firm/agency/company in Delhi NCR:  a) Phone No. b) Mobile No. c) Email ID: d) Correspondence address:	
8.	Name & Designation of Authorized Signatory	
9.	Contact details of the Authorized Signatory: b) Phone No. c) Mobile No. d) Email ID: e) Correspondence address:	

All the terms and conditions mentioned in the notice for inviting application, for empanelment, are accepted and binding on me/us.

#### Enclosure:

- (i) Letter of Authorized Signatory (Other than the proprietor, if he/she apply himself/herself)
- (ii) Self-attested copy of Valid PAN Card of the firm/agency/company
- (iii) Self-attested copy of Valid Registration certificate of firm/agency/company
- (iv) Self-attested copy of Valid GST Number of the firm/agency/company
- (v) Self-attested copy of valid empanelment with BOC/DAVP.
- (vi) An Undertaking to the effect that the firm/agency/company has sufficient infrastructure to execute the work.
- (vii) An Undertaking to the effect that the firm/agency/company has not been blacklisted by any of the government departments/organizations and no criminal case is pending against the firm/agency/copany.
- (viii) Creative in video format based on the theme "No eligible citizen is leftout while no ineligible person is included in Electoral Roll"

(Signature of the Applicant)

